

ORIGINAL

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U.S. DISTRICT COURT
AUGUSTA DIV.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA

2012 JAN -6 AM 9:37

William H. Carter
Plaintiff

vs

NCO FINANCIAL SYSTEMS
Defendant

) Case No: CV 311-107

) Judge Dudley H. Bowen Jr.
) Trial by Jury Demanded

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AMENDED COMPLAINT FOR VIOLATION OF THE FCRA

JURISDICTION

1. This court has jurisdiction under 15 U.S.C. §1681p and 28 U.S.C §1331.
2. All conditions precedent to the bringing of this action have been performed.

PARTIES

3. The Plaintiff in this lawsuit is William H. Carter, a natural person, who resides in Dodge County, Georgia.
4. The Defendant in this lawsuit is NCO FINANCIAL SYSTEMS an unknown entity with offices at 507 Prudential Road, Horsham, PA 19044

VENUE

5. The occurrences which give rise to this action occurred in Dodge County, Georgia and Plaintiff resides in Dodge County, Georgia.
6. Venue is proper in the Southern District of Georgia.

GENERAL ALLEGATIONS

- 7. Plaintiff pulled his consumer credit reports from the three major credit reporting agencies and found entries by entities that he was unfamiliar with in the reports.**
- 8. Plaintiff determined that his consumer credit report had been pulled on various occasions by various entities he did not recognize and without his consent.**
- 9. Plaintiff found after examination of his TransUnion consumer credit report that Defendant, NCO FINANCIAL SYSTEMS had pulled his TransUnion consumer credit report in November of 2009.**
- 10. Discovery of violation brought forth herein occurred in Oct. of 2011 and are within the statute of limitations as defined in FCRA, 15 U.S.C. § 1681p.**

Count I

VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 WILLFUL NON-COMPLIANCE BY DEFENDANT NCO FINANCIAL SYSTEMS

- 11. Paragraphs 1 through 10 are realleged as though fully set forth herein.**
- 12. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).**
- 13. TransUnion is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).**
- 14. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).**
- 15. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.**

16. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
17. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant, NCO FINANCIAL SYSTEMS.
18. At no time did Plaintiff give his consent for Defendant NCO FINANCIAL SYSTEMS, to acquire his consumer credit report from any credit reporting agency.
19. On Oct. 28, 2011 Plaintiff sent Defendant NCO FINANCIAL SYSTEMS, a letter of intent to sue with a redacted page showing the credit pull from his TransUnion credit report. Plaintiff offered to settle outside litigation for the statutory damage allowed under the FCRA.
20. On Nov. 2, 2011 Plaintiff was contacted via email by Michelle Lyon of SESSIONS, FISHMAN, NATHAN & ISRAEL LLC as counsel for Defendant, NCO FINANCIAL SYSTEMS claiming Defendant, NCO FINANCIAL SYSTEMS was unable to locate any account which could have afforded permissible purpose and requested Plaintiff's Social Security number. Plaintiff responded to the email stating he had never had any account with Defendant NCO FINANCIAL SYSTEMS and since he wished to have none, denied the request for his Social Security number as he had already provided the page from his TransUnion credit report clearly showing the credit pull.
21. Nov. 14, 2011 Ms. Lyon sent another email claiming Defendant, NCO FINANCIAL

SYSTEMS had been "hired" to collect an account with FIRST PREMIRE BANK.

22. In response to a Dispute Letter, Plaintiff received a letter dated Dec. 1, 2011 from FIRST PREMIRE BANK stating he has no account with them.
23. In Nov. of 2009 Defendant, NCO FINANCIAL SYSTEMS obtained the TransUnion consumer credit report for the Plaintiff with no permissible purpose in violation of FCRA, 15 U.S.C. § 1681b.
24. The action of Defendant, NCO FINANCIAL SYSTEMS obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a violation of FCRA, 15 U.S.C. § 1681b and an egregious violation of Plaintiff's right to privacy.

Wherefore, Plaintiff demands judgment for damages against Defendant, NCO FINANCIAL SYSTEMS for statutory damages of \$1000.00, punitive damages to be determined by this honorable court, attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated:

Respectfully Submitted,



William H. Carter
311 Bethel Street
Eastman, Georgia 31023

Service to:

**NCO FINANCIAL SYSTEMS
507 Prudential Road
Horsham, PA
19044**

Jan. 3,2012

William H. Carter

311 Bethel St.

Eastman, Ga. 31023

Judge Bowen,

Please except my apologies for being late with my amendment to my case. I was out of town for the holidays. Here is the re drafted suit for you. I hope everything is in order and fit to proceed.

Respectfully,

William Carter

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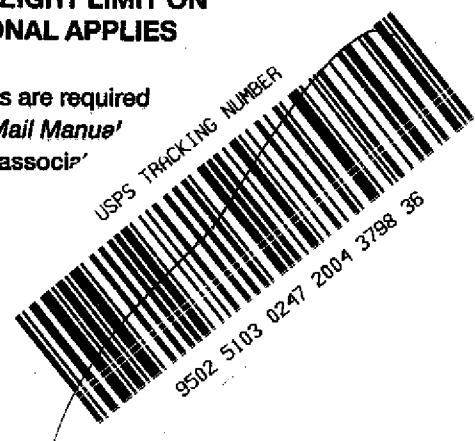
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